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BANGALORE DEVELOPMENT AUTHORITY

(Established under the Bangalore Development Authority Act, 1976)

Government of Karnataka

T. Chowdaiah Road, Kumara Krupa West, Bangalore – 560 020, Karnataka

REQUEST FOR PROPOSAL

FOR

Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the Bangalore Development Authority (BDA).

Tender Reference No.: BDA/EDP/Server-Service/2026-27/01

Method of Selection: Quality and Cost-Based Selection (QCBS – 75 : 25)

Mode of Procurement: e-Procurement Portal, Government of Karnataka (https://kppp.karnataka.gov.in

Tender Inviting Authority:

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka

Date of Publication: 15.06.2026

TENDER PARTICULARS

Particulars	Details
Name of the Tender	Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the Bangalore Development Authority (BDA).
Tender Reference No.	BDA/EDP/Server-Service/2026-27/01
Bid Security (EMD)	Rs. 1,00,000/- (Rupees One Lakh only), payable through the e-payment modes specified on the e-Procurement Portal.
Bid Processing Fee	As per the e-Procurement Portal of the Government of Karnataka.
Date of Publication of Tender	15.06.2026
Last Date for Receipt of Pre-Bid Queries	19.06.2026 by 17:00 hrs IST
Pre-Bid Meeting	On a date to be notified through the e-Procurement Portal (responses to pre-bid queries shall be published as Corrigendum on the e-Procurement Portal). Venue: Office of the Head – EDP Cell, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.
Last Date and Time for Submission of Bids	25.06.2026 up to 17:00 hrs IST
Date and Time for Opening of Technical Bids	As per the e-Procurement Portal
Bid Validity Period	Ninety (90) days from the deadline for bid submission.
Performance Security	Five percent (5%) of the Contract Value, by way of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India, in the format prescribed in Section IX.
Contract Duration	Approximately Two (2) months for supply, installation, configuration and commissioning, followed by Two (2) years of concurrent Annual Maintenance Contract from the date of issue of the Acceptance/Completion Certificate.
Place of Opening of Bids	Office of the Commissioner, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka, or as notified on the e-Procurement Portal.
Address for Communication	The Head – EDP Cell, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

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INVITATION FOR BIDS (IFB)

Tender Reference No.: BDA/EDP/Server-Service/2026-27/01 **Date: 15.06.2026**

The Commissioner, Bangalore Development Authority (the "Employer"), Government of Karnataka, having its office at T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka, invites online bids on the Karnataka Public Procurement Portal (KPPP) from eligible and experienced Service Providers for the Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of one (1) Main Production Server and one (1) Disaster Recovery (DR) Server, together with all associated software licences and on-site services, for the Bangalore Development Authority.

The procurement is being carried out under the Service category, having regard to the composite nature of the scope of work which includes supply of equipment and software licences, on-site professional services for installation and commissioning, knowledge transfer to the Employer's personnel, and a multi-year concurrent Annual Maintenance Contract.

Eligible Service Providers are advised to note the eligibility criteria specified in Clause 3 of the Instructions to Bidders (Section I) and the qualification criteria specified in Section IV, and shall submit bids under a two-cover bidding process on the e-Procurement Portal.

The bid document is available online, and bids are to be submitted online through the e-Procurement Portal at https://kppp.karnataka.gov.in only. Bids submitted in any other manner shall not be accepted. Service Providers are required to obtain a valid Class-III Digital Signature Certificate (DSC) from a licensed Certifying Authority, register on the Government of Karnataka e-Procurement platform, and submit bids using their user ID and Digital Signature.

Sl. No.	Name of Service	Bid Security (EMD)	Bid Processing Fee
1	Supply, Installation, Configuration, Commissioning and Two-Year Concurrent AMC of Intermediate Server (Main + DR) for BDA	Rs. 1,00,000/- (Rupees One Lakh only)	As per e-Procurement Portal

Bids, along with the necessary enclosures, shall be uploaded on the website https://kppp.karnataka.gov.in. Bids shall be opened at the venue specified in the Bidding Data Sheet on the stipulated date and time. If the office happens to be closed on the date of opening of bids, the bids shall be opened on the next working day at the same time and venue.

The Service Provider shall be selected under the Quality and Cost-Based Selection (QCBS) method on a 75 : 25 weightage (75% for Technical Proposal and 25% for Commercial Proposal), in accordance with the procedure described in this Tender Document.

The Commissioner,

Bangalore Development Authority,

SECTION I – INSTRUCTIONS TO BIDDERS (ITB)

1.1 General

1. Scope of Bid	The Employer named in the Bidding Data Sheet (BDS) invites bids for the services described in the BDS and in Section III – Schedule of Requirement. The successful Service Provider shall undertake the assignment in accordance with the terms and conditions of the Contract.
2. Selection Method	The Service Provider shall be selected under the Quality and Cost-Based Selection (QCBS) method on a 75 : 25 weightage – 75% for the Technical Proposal and 25% for the Commercial (Financial) Proposal – as described in Section IV.
3. Eligibility	The Bidder shall be a single firm or sole legal entity (Consortia and Joint Ventures are not permitted). The Bidder shall comply with all the mandatory qualification criteria stipulated in Section IV. Sub-contracting of the main scope of work is not permitted.
4. Conflict of Interest	The Bidder shall not have any conflict of interest with the Employer arising out of prior, current, or potential engagements, ownership stakes, family or business relationships, or other associations that might compromise the integrity or impartiality of the Bidder.
5. Fraud and Corruption	The Employer requires that Bidders observe the highest standards of ethics during the procurement and execution of the Contract, and shall reject any proposal involving corrupt, fraudulent, collusive, coercive, or obstructive practices. Such proposals shall be summarily rejected and may attract debarment in accordance with the Karnataka Transparency in Public Procurements Act, 1999.
6. Cost of Bid	The Bidder shall bear all costs associated with the preparation and submission of the bid. The Employer shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. Modification, Substitution and Withdrawal	A Bidder may modify, substitute, or withdraw its bid after submission, provided that the modification, substitution, or withdrawal is received by the Employer prior to the deadline prescribed for submission of bids. No bid may be modified or withdrawn after the deadline for submission of bids.

1.2 Bidding Documents

The Bidding Documents comprise the following:

a)	Invitation for Bids (IFB)
b)	Section I – Instructions to Bidders (ITB)
c)	Section II – Bidding Data Sheet (BDS)
d)	Section III – Schedule of Requirement and Technical Specifications
e)	Section IV – Qualification and Technical Evaluation Criteria

f)	Section V – Bidding Forms
g)	Section VI – Forms (Letter of Acceptance and Contract Form)
h)	Section VII – General Conditions of Contract (GCC)
i)	Section VIII – Special Conditions of Contract (SCC)
j)	Section IX – Performance Bank Guarantee

Bidders are expected to examine the Bidding Documents carefully, including all instructions, forms, terms, technical specifications, and other information. Failure to furnish all information required by the Bidding Documents or to submit a bid substantially responsive in every respect may result in the rejection of the bid.

1.3 Preparation of Bids

8. Language of Bid	The bid and all related correspondence and documents exchanged between the Bidder and the Employer shall be in English. Supporting documents in any other language shall be accompanied by an English translation duly attested by the Bidder. For purposes of interpretation, the English translation shall prevail.
9. Documents Comprising the Bid	The bid shall comprise (i) the Bid Form (Section V); (ii) the qualification information and supporting documents required by Section IV; (iii) all duly completed Annexures I to VII; (iv) the priced Financial Bid uploaded on the e-Procurement Portal; (v) the Bid Security (EMD) in the form prescribed in the BDS; and (vi) all other documents required by the Bidding Documents.
10. Bid Prices	The Bidder shall quote a single composite lump-sum amount in Indian Rupees, inclusive of all applicable taxes, duties, GST, packing, forwarding, insurance, freight, on-site installation, commissioning, training, and two-year concurrent AMC charges, covering the entire scope of work as defined in Section III.
11. Currency	All bid prices shall be quoted in Indian National Rupee (INR) only.
12. Bid Validity	Bids shall remain valid for ninety (90) days from the deadline for bid submission. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid-validity period, with a corresponding extension of the Bid Security.
13. Bid Security (EMD)	The Bidder shall furnish, as part of the bid, a Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) through the e-payment modes specified on the e-Procurement Portal. Proposals submitted without the prescribed Bid Security shall be summarily rejected by the system. The Bid Security of unsuccessful Bidders shall be released within fifteen (15) days after completion of the selection process. The Bid Security of the successful Bidder shall be discharged upon furnishing of the Performance Bank Guarantee.
14. Format and Signing of Bid	The bid shall be uploaded electronically on the e-Procurement Portal and shall be digitally signed by a person duly authorised to bind the Bidder to the Contract. The authorisation shall be in the form of a written Power of Attorney accompanying the bid (Annexure VI).

1.4 Submission of Bids

15. Sealing and Marking	Bids shall be submitted online through the e-Procurement Portal in two covers: Cover-1 (Technical Bid) comprising qualification information, EMD proof, and all supporting documents; and Cover-2 (Financial Bid) comprising the single composite lump-sum quote entered on the prescribed price-bid form on the e-Procurement Portal.
16. Deadline for Submission of Bids	Bids shall be received online through the e-Procurement Portal not later than the date and time specified in the BDS. Bids received after the deadline shall be rejected by the e-Procurement system and shall not be eligible for consideration.
17. Modification and Withdrawal of Bids	A Bidder may modify, substitute, or withdraw its bid after submission, provided that the written notice of the modification, substitution, or withdrawal is received by the Employer through the e-Procurement Portal prior to the deadline for submission of bids.

1.5 Bid Opening and Evaluation

18. Bid Opening	The Employer shall open all bids received before the deadline, in the presence of the Bidders' representatives who choose to attend, at the time, date, and place specified in the BDS. The Technical Bids shall be opened first; the Financial Bids of only those Bidders who qualify in the Technical Evaluation shall be opened thereafter, on a date and time to be notified to the qualifying Bidders.
19. Confidentiality	Information relating to the evaluation of bids and to recommendation of contract award shall not be disclosed to Bidders or to any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer in the evaluation of bids or in the award decision may result in the rejection of the bid.
20. Clarification of Bids	To assist in the examination, evaluation, and comparison of bids, the Employer may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing, and no change in price or substance of the bid shall be sought, offered, or permitted.
21. Preliminary Examination	The Employer shall examine the bids to determine whether they are complete, whether the documents have been properly digitally signed, whether the Bid Security has been furnished, and whether the bids are generally in order. Bids found not substantially responsive shall be rejected.
22. Evaluation of Technical Bid	Technical Bids shall be evaluated against the criteria set out in Section IV. Bidders shall be required to score a minimum of seventy (70) marks out of one hundred (100) in the Technical Evaluation to qualify for opening of their Financial Bid. Bidders scoring below 70 marks shall be declared Technically Non-Responsive.
23. Evaluation of Financial Bid	Financial Bids of Technically Responsive Bidders shall be opened, and the bidder securing the highest combined Techno-Commercial Score (QCBS Score) shall be considered the L1 Bidder. The methodology for computation of the QCBS Score is detailed in Section IV.

1.6 Award of Contract

24. Award Criteria	Subject to the right of the Employer to accept or reject any or all bids, the Contract shall be awarded to the Bidder securing the highest combined QCBS Score under the formula prescribed in Section IV.
25. Notification of Award	Prior to the expiration of the bid-validity period, the Employer shall notify the successful Bidder in writing by Letter of Acceptance (LoA) that the bid has been accepted. The successful Bidder shall, within fourteen (14) days of receipt of the LoA, furnish the Performance Bank Guarantee in the form prescribed in Section IX and execute the Contract Agreement.
26. Performance Security	Within fourteen (14) days of receipt of the LoA, the successful Bidder shall furnish a Performance Bank Guarantee in the amount of five percent (5%) of the Contract Value, in the form prescribed in Section IX, valid throughout the contract period (supply, installation, commissioning and two-year AMC) plus sixty (60) days beyond the date of issue of the Final Completion Certificate. Failure to furnish the Performance Security or to execute the Contract Agreement shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
27. Signing of Contract	The Contract Agreement shall be executed on non-judicial stamp paper of the requisite value, signed by both the Employer and the Service Provider, and shall incorporate all agreements between the parties.

SECTION II – BIDDING DATA SHEET (BDS)

This Bidding Data Sheet supplements and, where indicated, amends the Instructions to Bidders contained in Section I. In case of any conflict, the provisions of this BDS shall prevail.

2.1 General

ITB 1.1	The Employer is the Commissioner, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka. The name of the Contract is: Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the BDA.
ITB 1.2	The completion date for supply, installation, configuration and commissioning shall be approximately Two (2) months from the date of issue of the Letter of Acceptance, followed by Two (2) years of concurrent Annual Maintenance from the date of the Final Acceptance / Completion Certificate.
ITB 2.1	The Method of Selection is Quality and Cost-Based Selection (QCBS) with weightage of 75% for Technical Proposal and 25% for Commercial Proposal.
ITB 5.1	The Bidder is required to submit all information referred to in Section IV – Qualification and Technical Evaluation Criteria.

2.2 Bidding Data

ITB 9.2	All documents shall be uploaded on the e-Procurement Portal of Government of Karnataka (https://kppp.karnataka.gov.in).
ITB 10.1	The Financial Bid shall be a single composite lump-sum quote in Indian Rupees, inclusive of all taxes, duties, GST and all other charges, covering the entire scope of work in Section III.
ITB 12.1	Period of bid validity: Ninety (90) days from the deadline for bid submission.
ITB 13.1	Bid Security (EMD): Rs. 1,00,000/- (Rupees One Lakh only), payable through the e-payment modes specified on the e-Procurement Portal. Any Bank Guarantee furnished in lieu of EMD shall remain valid for forty-five (45) days beyond the bid-validity period.
ITB 13.2	Alternative bids are not permitted.

2.3 Submission of Bids

ITB 16.1	The Bidder shall submit/upload the bid through the e-Procurement Portal. No other mode of submission shall be permitted.
ITB 16.2	Deadline for submission of bids: 25.06.2026 up to 17:00 hrs IST.
ITB 16.3	Last date for receipt of Pre-Bid Queries: 19.06.2026 by 17:00 hrs IST, to be submitted only by e-mail to the Head – EDP Cell, BDA.

2.4 Bid Opening and Evaluation

ITB 18.1	Bids shall be opened at the Office of the Commissioner / Head – EDP Cell, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka, on the date and time notified through the e-Procurement Portal.
ITB 22.1	Minimum qualifying technical score: Seventy (70) marks out of One Hundred (100).

2.5 Award of Contract

ITB 26.1	Performance Security: Five percent (5%) of the Contract Value, in the Standard Form of Bank Guarantee prescribed in Section IX.
ITB 26.2	No advance payment shall be made to the Service Provider.
ITB 27.1	The Service Contract shall be executed on non-judicial stamp paper of the requisite value within fourteen (14) days from the date of the Letter of Acceptance.

SECTION III – SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

3.1 Background

The Bangalore Development Authority (BDA) is the planning and development authority for the Bengaluru Metropolitan Area, constituted under the BDA Act, 1976. The EDP Cell of BDA operates a number of mission-critical in-house applications including the Citizen Data Repository (CDR), Property Tax modules, and the Flats CDR system, which directly support both internal administration and citizen-facing service delivery.

To ensure continuous availability, reliability, performance and data security of these applications, BDA proposes to procure, install, configure, commission and maintain an intermediate-class server infrastructure comprising one Main / Production Server and one Disaster Recovery (DR) Server (identically configured), along with associated software licences and a two-year concurrent Annual Maintenance Contract covering OS, database, antivirus, and software-level support.

3.2 Scope of the Services

The selected Service Provider shall be responsible for the end-to-end execution of the following scope of services:

a) Supply of two (2) identically-configured intermediate-class rack-mount servers (one Main / Production Server and one Disaster Recovery Server) conforming to the technical specifications detailed in Clause 3.4.

b) Supply of all associated software licences (Operating System, Database, Antivirus) as per Clause 3.5, with separate licences for each server.

c) On-site installation, racking, cabling, configuration and commissioning of the servers at the BDA premises, including OS installation and hardening, database installation and configuration, and Disaster Recovery / replication setup between Main and DR Servers.

d) Provision of Two (2) years of concurrent comprehensive Annual Maintenance Contract (AMC), running alongside the manufacturer's hardware warranty period, covering operating system patching, database support, antivirus management, configuration troubleshooting, preventive maintenance, and on-site / remote technical support.

e) Knowledge transfer and training to the EDP Cell's technical team, and submission of complete documentation including as-built configuration, asset inventory with serial numbers, OEM warranty certificates, software licence keys / entitlements, and Standard Operating Procedures (SOPs).

f) Adherence to all timelines, SLAs and contractual obligations as set out in this Tender Document and in the Service Contract.

3.3 Pre-Installation and Site Survey

The Service Provider shall conduct a site survey at the BDA premises within seven (7) days of the issue of the Letter of Acceptance, and shall submit a coordinated installation plan including rack layout, power and cooling requirements, network connectivity, IP plan, and replication topology. The Service Provider shall obtain necessary approvals from the Head – EDP Cell on the proposed design, make, and model of the equipment, prior to commencement of installation.

3.4 Technical Specifications – Server Hardware (per Server)

Each of the two (2) servers shall conform to the following minimum technical specifications. Both servers (Main and DR) shall be of identical configuration:

Sl. No.	Component	Minimum Specification
1	Make	Dell PowerEdge Rack Server (preferred) OR equivalent enterprise-grade brand of equivalent or higher specification (HPE / Lenovo / Cisco). Bidder shall clearly specify the proposed make and model.
2	Form Factor	Rack-mountable (1U / 2U) with bezel; suitable for installation in a standard 19-inch server rack.
3	Processor	Intel Xeon 6353P (8 Cores / 16 Threads / 24 MB Cache) or higher equivalent (latest generation Intel Xeon Scalable processor).
4	Memory (RAM)	Minimum 64 GB DDR4 / DDR5 ECC RDIMM, expandable; ECC error-correction mandatory.
5	Storage	2 × 1.2 TB Enterprise-grade SAS / SATA HDD or SSD (10K RPM or higher in case of HDD), configurable in RAID-1.
6	RAID Controller	Hardware RAID Controller with battery-backed cache (e.g. PERC H755 or equivalent) supporting RAID 0, 1, 5, 6 and 10.
7	Power Supply	450 W or higher PSU. Dual hot-plug redundant PSU configuration is desirable.
8	Network Interface	Dual-port 1 GbE on-board NIC; an additional dual-port NIC is desirable for DR replication / segregation.
9	Remote Management	iDRAC9 Enterprise (or equivalent out-of-band management controller) with dedicated management port.
10	Operating System Support	Certified for Microsoft Windows Server 2025 and other major server operating systems.
11	Warranty	Three (3) Years OEM ProSupport with Next-Business-Day (NBD) On-site support.
12	Quantity	Two (2) servers – one Main and one DR – identically configured.

3.5 Software Licences

The Service Provider shall supply the following software licences. Licences shall be procured separately for each server (i.e., one set of licences per server). All software licences shall be issued in the name of the Bangalore Development Authority (BDA). Licence keys and entitlement certificates shall be handed over to the Head – EDP Cell at the time of commissioning.

Sl. No.	Software	Minimum Specification	Quantity

1	Operating System	Microsoft Windows Server 2025 Standard Edition – 16-Core Licence (minimum), with required User CALs (Client Access Licences). The exact CAL count shall be confirmed by BDA prior to issue of the Work Order.	1 per server (2 Nos. total)
2	Database	Microsoft SQL Server 2025 Standard Edition, under the Server + CAL licensing model, with required User / Device CALs.	1 per server (2 Nos. total)
3	Antivirus	Enterprise-grade Antivirus / Endpoint Security Solution – Server / Business Edition – 3-Year subscription. Acceptable brands: Seqrite EPS / Quick Heal / Kaspersky / Trend Micro / equivalent enterprise-grade product.	1 per server (2 Nos. total)

3.6 Installation, Configuration and Commissioning Services

The Service Provider shall perform the following installation and commissioning services as part of the scope of work:

- Rack mounting and physical installation of both servers, including power and network cabling, and physical labelling.
- Installation and configuration of the Operating System with security hardening as per industry best practices.
- Installation and configuration of the Database (SQL Server), including instance creation, basic security configuration, and database backup setup.
- Configuration of Disaster Recovery / replication between the Main and DR Servers (e.g. SQL Server Always-On Availability Groups, Log Shipping, or other appropriate mechanism, as agreed with BDA).
- Installation and configuration of Antivirus / Endpoint Security on both servers, with central policy configuration.
- Configuration of iDRAC / out-of-band management with secure access policies.
- Network configuration including IP addressing, firewall rule co-ordination with the BDA network team, and connectivity validation.
- Performance testing, failover testing and User Acceptance Testing (UAT) in the presence of BDA's technical team.
- Submission of As-Built documentation including configuration baselines, network diagram, replication topology and rollback procedures.
- Knowledge transfer / hands-on training to EDP Cell personnel (minimum two sessions).

3.7 Two-Year Concurrent Annual Maintenance Contract

The Service Provider shall provide a Two (2)-Year concurrent comprehensive AMC running alongside the manufacturer's hardware warranty, covering the following scope:

- Operating System patching, security updates and version upgrades within the licensed edition.
- Database administration support, including patching, performance tuning, backup verification, and DR replication health monitoring.

- Antivirus signature updates, policy management and incident response support.
- Configuration troubleshooting, system-log analysis and incident resolution.
- Preventive maintenance visits – minimum one (1) visit per quarter (eight (8) visits over the AMC period), each accompanied by a detailed maintenance report.
- On-site support response within four (4) working hours and resolution within twenty-four (24) working hours for critical issues.
- Remote support availability during BDA's working hours (09:30 to 18:00 hrs IST) on all working days.
- Quarterly review meetings with the Head – EDP Cell.

Note: Hardware-only failures during the three-year OEM warranty period shall be covered by the OEM ProSupport NBD warranty and are not duplicated within the AMC scope. The AMC scope is restricted to software, configuration, OS, database, antivirus and operational support services, to avoid duplication with the OEM hardware warranty.

3.8 Implementation Schedule / Milestones

S. No.	Activity	Timeline (from LoA)	Cumulative Timeline
1	Issue of Letter of Acceptance (LoA) by BDA	T_0	T_0
2	Submission of Performance Security and Execution of Service Contract	Within 14 days	T_0 + 14 days
3	Site survey and submission of detailed installation plan	Within 7 days of contract	T_0 + 21 days
4	Supply / delivery of servers and software licences at BDA premises	Within 21 days of contract	T_0 + 35 days
5	Installation, configuration and commissioning of Main and DR servers, including DR replication setup	Within 15 days of delivery	T_0 + 50 days
6	Performance / failover testing and User Acceptance Testing (UAT)	Within 7 days of commissioning	T_0 + 57 days
7	Knowledge transfer / training and submission of final documentation	Within 7 days of UAT sign-off	T_0 + 64 days
8	Commencement of 2-Year Concurrent AMC	From the date of UAT sign-off / Final Acceptance Certificate	T_0 + 57 days onwards
	Approximate Total Implementation Period		Sixty-Four (64) days

3.9 Payment Conditions

Payment to the Service Provider shall be released in accordance with the following milestone-linked payment schedule, subject to satisfactory completion of the corresponding milestone and certification by the Head – EDP Cell, BDA. No advance payment shall be made.

Sl. No.	Milestone	% of Contract Value
1	On successful supply, installation, configuration, commissioning, DR replication setup, completion of User Acceptance Testing (UAT), submission of all documentation (including as-built diagrams, asset inventory, OEM warranty certificates, software licence keys), and on the issue of the Final Acceptance / Completion Certificate by the Head – EDP Cell, BDA — covering supply of hardware, software licences, installation and commissioning charges in full.	100% (excluding AMC)
2	Annual Maintenance Contract – Year 1: Yearly billing payable on completion of the first (1st) year of concurrent AMC from the date of the Final Acceptance Certificate, subject to satisfactory submission of quarterly AMC reports, preventive maintenance reports, and SLA compliance certified by the Head – EDP Cell.	50% of the AMC Component
3	Annual Maintenance Contract – Year 2: Yearly billing payable on completion of the second (2nd) year of concurrent AMC, subject to satisfactory submission of quarterly AMC reports, preventive maintenance reports, SLA compliance and final AMC closure report certified by the Head – EDP Cell.	50% of the AMC Component

Notes on Payment:

a) All payments shall be subject to deduction of applicable statutory taxes (TDS under the Income-tax Act, 1961; GST TDS as applicable) and any penalties imposed under the Service Contract.

b) Invoices shall be raised separately for (i) the consolidated Supply + Installation + Commissioning component, and (ii) each yearly AMC instalment. Each invoice shall be accompanied by the relevant deliverables / reports as certified by the Head – EDP Cell.

c) Payment of each invoice shall be released within thirty (30) days of submission of a complete and verified invoice, subject to satisfactory performance and absence of any pending breach of contract.

d) No price escalation or variation shall be admissible during the entire contract period. The quoted lump-sum price shall remain firm.

3.10 Service Level Agreement (SLA) and Penalties

Sl. No.	SLA Parameter	Service Level	Penalty for Breach
1	Delivery of Equipment	Within twenty-one (21) days of execution of the Service Contract.	Rs. 1,000/- per day per server beyond the prescribed timeline, subject to a maximum of 5% of the Supply Component.
2	Installation and Commissioning	Within Sixty-Four (64) days from the date of the LoA.	Rs. 2,000/- per day of delay beyond the prescribed timeline, subject to a

	(including DR setup and UAT)		maximum of 5% of the Contract Value.
3	AMC – On-Site Response Time (Critical Issues)	Within Four (4) working hours from the time of intimation.	Rs. 500/- per incident per hour of delay.
4	AMC – Resolution Time (Critical Issues)	Within Twenty-Four (24) working hours from the time of intimation.	Rs. 1,000/- per incident per day of delay.
5	Preventive Maintenance Visits	Minimum one (1) on-site PM visit per quarter (8 visits over 2 years), with submission of PM report.	Rs. 5,000/- per missed PM visit.
6	Quarterly Review Meeting	One review meeting per quarter with the Head – EDP Cell.	Rs. 2,000/- per missed review meeting.

Note: The aggregate of all SLA penalties in any contract year shall be capped at ten percent (10%) of the Contract Value for that year. If the breach persists or recurs for more than three (3) consecutive months, the Employer shall be entitled to terminate the Contract after issuing a cure notice of thirty (30) days, and forfeit the Performance Security.

SECTION IV – QUALIFICATION AND TECHNICAL EVALUATION CRITERIA

4.1 Mandatory Qualification (Eligibility) Criteria

Only Bidders who satisfy all the mandatory qualification criteria below shall be considered for technical evaluation. Supporting documentary evidence shall be uploaded in the Technical Bid against each criterion.

Sl. No.	Criterion	Documentary Proof Required
1	Legal Status of Bidder: The Bidder shall be a Company registered in India under the Companies Act, 2013 / 1956, OR a Partnership Firm registered under the Indian Partnership Act, 1932, OR a Limited Liability Partnership registered under the LLP Act, 2008, OR a Sole Proprietorship Firm registered in India, having been in operation for a minimum period of Three (3) years as on the date of bid submission.	Certificate of Incorporation / Registration; PAN Card; GST Registration Certificate; address proof of Registered Office and Bengaluru office (or undertaking to establish a Bengaluru office within 30 days of LoA).
2	Startup Bidders (Exemption Clause): Bidders registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as a recognised Startup are exempted from the requirements of (i) prior years of existence (Sl. No. 1 above), (ii) prior turnover (Sl. No. 5 below), and (iii) prior experience (Sl. No. 6 below), in accordance with the General Financial Rules, 2017 (Rule 173(i)) and Government of Karnataka procurement guidelines for Startups. All other eligibility criteria shall continue to apply.	Valid DPIIT Startup Recognition Certificate, along with PAN, GST Registration, OEM Manufacturer Authorisation Form, ISO 9001 and ISO 27001 Certificates, and a self-declaration of technical capability.
3	Bengaluru Office: The Bidder shall have an office in Bengaluru, Karnataka, with adequate technical manpower for prompt on-site support; OR shall submit an undertaking to establish a Bengaluru office within thirty (30) days from the date of the LoA.	Address proof / Lease deed; OR Undertaking on Bidder's letterhead.
4	Positive Net Worth: The Bidder shall have a positive net worth as on 31.03.2025, as per the audited financial statements.	Certificate issued by a Chartered Accountant bearing a valid UDIN, along with audited financial statements.
5	Annual Turnover: The Bidder shall have an average annual turnover of not less than Rs. 1.00 Crore (Rupees One Crore only) during the last three (3) financial years (FY 2022-23, FY 2023-24 and FY 2024-25).	CA Certificate with UDIN, supported by audited Balance Sheets and Profit & Loss Accounts.
6	Past Performance / Similar Experience: The Bidder shall have successfully executed at least two (2) similar assignments involving supply, installation, configuration and AMC of enterprise / mid-range server infrastructure for Central / State Government Departments / Public Sector	Copies of Work Orders / Letters of Award / Completion Certificates as per Annexure V.

	Undertakings / Boards / Corporations / Autonomous Bodies, in India during the last five (5) financial years.	
7	The Bidder and OEM should mandatorily satisfy all conditions mentioned in Karnataka Government Order No: FD 455 Exp-12 2020 Bengaluru Dated 25/8/2020.	Copy of declaration/certificate for the same to be uploaded.
8	Quality Certifications: The Bidder shall possess valid ISO 9001:2015 (Quality Management System) AND ISO 27001 (Information Security Management System) certificates, valid as on the date of bid submission.	Self-attested copies of valid ISO 9001 and ISO 27001 certificates.
9	Manpower: The Bidder shall have a minimum of ten (10) regular full-time IT professionals on its direct payroll, including hardware engineers, system administrators and database engineers.	Self-declaration with a manpower list and supporting documents (sample PF / ESI returns or employment letters).
10	Statutory Dues Declaration: The Bidder shall declare that no statutory dues are pending before the Labour Department, EPF, ESI, GST or Income-Tax authorities as on the bid-submission date.	Self-declaration as per Annexure II.
11	No Conviction Declaration: The Bidder shall declare that there has been no conviction relating to statutory dues under EPF, ESI, GST, Income Tax, or any labour enactments during the last three (3) years.	Self-declaration as per Annexure III.
12	Non-Blacklisting / Non-Debarment: The Bidder shall not have been blacklisted, debarred or suspended by any Central / State Government, PSU, Board or Corporation in India as on the date of bid submission.	Affidavit on Rs. 500/- stamp paper as per Annexure IV.
13	Acceptance of Terms and Conditions: The Bidder shall submit an unconditional declaration of acceptance of all terms and conditions of this Tender Document.	Declaration as per Annexure VII.

4.2 Technical Evaluation Criteria

Bidders satisfying all the mandatory qualification criteria in Clause 4.1 shall be technically evaluated against the following parameters. The Technical Score shall carry a weightage of 75% in the final QCBS Score.

Sl. No.	Evaluation Parameter	Marking Slab	Max. Marks
1	Years of Operation in the field of IT Hardware / Server supply and support	• 3 to 5 years – 10 Marks • More than 5 years and up to 15 years – 10 Marks • More than 10 years – 25 Marks	25
2	Average Annual Turnover (last 3 FY) from IT / Server / Data	• Rs. 1.00 Cr to Rs. 2.00 Cr – 15 Marks • Above Rs. 2.00 Cr to Rs. 20.00 Cr – 10 Marks • Above Rs. 5.00 Cr – 15 Marks	25

	Centre supply and AMC services		
3	Number of similar projects (server supply + installation + AMC for Govt. / PSU / Board / Corporation) executed in the last 5 financial years	• 2 projects (minimum) – 15 Marks • 3 to 4 projects – 20 Marks • 5 or more projects – 25 Marks	25
4	OEM Authorisation and Local Support Capability	• Valid OEM Manufacturer Authorisation Form (MAF) for the proposed model – 5 Marks • Local OEM-certified support engineer in Bengaluru on direct payroll – 5 Marks	10
5	Technical Proposal & Bill of Materials – compliance with Section III specifications, make/model details, and deviation statement (if any)	Quality, completeness and conformity of the technical proposal and BOM – up to 10 Marks	10
6	Project Implementation Plan and Key Personnel	• Project plan with timelines and resource deployment – up to 3 Marks • CVs of key personnel proposed to be deployed – up to 2 Marks	5
	Total	Maximum Technical Marks	100

Minimum Qualifying Technical Score: Seventy Five (75) of the maximum technical marks. Bidders scoring below this threshold shall be declared Technically Non-Responsive, and their Financial Bids shall not be opened.

4.3 Commercial (Financial) Evaluation (25 Marks)

The Financial Bid of each technically qualifying Bidder shall carry a weightage of 25% in the final QCBS Score. The Bidder quoting the lowest evaluated price shall be awarded the full 25 marks; other Bidders shall be awarded marks on a proportionate basis.

4.4 QCBS – Final Combined Score

The final selection shall be based on the combined Techno-Commercial Score (QCBS Score), computed as follows:

$$\textbf{Final Score (S)} = (T / T_{max}) \times 75 \; + \; (C_{low} / C) \times 25$$

Where:

- T = Technical Score obtained by the Bidder under evaluation (out of 75)
- T_max = Highest Technical Score obtained among technically qualified Bidders
- C = Financial Price quoted by the Bidder under evaluation

- C_low = Lowest Financial Price quoted among the technically qualified Bidders
- S = Final Combined Score (out of 100)

The Bidder securing the highest Final Combined Score (S) shall be declared the Successful Bidder (L1) and shall be awarded the Contract.

4.5 Tie-Breaker

In the event of two or more Bidders securing identical Final Combined Scores, the Bidder with the higher Technical Score shall be preferred. If the Technical Scores are also identical, the Bidder with the higher average annual turnover from IT / server services in the last three financial years shall be declared the Successful Bidder. If a tie persists, the decision of the Tender Inviting Authority shall be final and binding.

ANNEXURE I – DETAILS OF SERVICE PROVIDER

(To be submitted on Bidder's Letterhead)

1.	Name of the Bidder / Firm	
2.	Type of Organisation (Pvt. Ltd. / LLP / Partnership / Proprietorship)	
3.	Date / Year of Incorporation / Registration	
4.	Registered Office Address	
5.	Bengaluru Office Address	
6.	Contact Person / Designation	
7.	Telephone / Mobile / E-mail	
8.	PAN	
9.	GST Registration Number	
10.	DPIIT Startup Recognition Number (if applicable)	
11.	EPF Registration Number	
12.	ESI Registration Number	
13.	Professional Tax Registration Number	
14.	Number of regular IT professionals on direct payroll	
15.	Bank Account Details (Bank, Branch, Account No., IFSC)	
16.	OEM proposed for Server (Make and Model)	

Signature of Authorised Signatory: _____

Name: _____ Designation: _____

Seal of the Bidder

ANNEXURE II – DECLARATION OF STATUTORY DUES

To,

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

Sub: Declaration of Statutory Dues – Tender Reference No. BDA/EDP/Server-Service/2026-27/01

I / We, _____ (Name of the Authorised Signatory), on behalf of M/s. _____ (Name of the Firm / Company), hereby declare that:

a) No statutory dues are pending against our firm before any of the following authorities as on the bid-submission date:

i) Labour Department, Government of Karnataka / Government of India;

ii) Employees' Provident Fund (EPF) Organisation;

iii) Employees' State Insurance (ESI) Corporation;

iv) Goods and Services Tax (GST) authorities;

v) Income-Tax authorities.

b) Any existing cases / complaints / inquiries pending before the above authorities are fully disclosed below (if none, please mention "NIL"):

_____

_____

c) I / We understand that suppression or misrepresentation of any information shall lead to rejection of the bid, and if discovered later, to termination of the Contract without any notice and forfeiture of the Performance Security.

Signature of Authorised Signatory: _____

Name: _____ Designation: _____

Seal: _____ Date: _____

ANNEXURE III – DECLARATION OF NO CONVICTION

To,

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

Sub: Declaration of No Conviction – Tender Reference No. BDA/EDP/Server-Service/2026-27/01

I / We hereby declare that:

a) There has been no conviction against our Firm / Company or its Directors / Partners / Proprietor relating to any statutory dues under:

vi) Employees' Provident Fund (EPF) Act;

vii) Employees' State Insurance (ESI) Act;

viii) Any Labour Laws or Labour Enactments;

ix) Goods and Services Tax (GST);

x) Income Tax.

b) This declaration covers the last three (3) years up to 31.03.2026.

c) If any conviction exists, the details are furnished below. If no conviction exists, kindly mention "NIL":

Act / Enactment	Details of Conviction	Date	Current Status
EPF Act			
ESI Act			
Labour Laws / Enactments			
GST			
Income Tax			

I / We undertake that the above information is true. If any information is found to be false or concealed, the bid shall be liable to rejection and the Contract may be terminated without notice.

Signature of Authorised Signatory: _____

Name / Designation / Seal / Date

ANNEXURE IV – AFFIDAVIT: NO BLACKLISTING / NON-DEBARMENT

(To be executed on Rs. 500/- Non-Judicial Stamp Paper and Notarised)

I, Mr. / Ms. _____, aged _____ years, S/o, D/o, W/o _____, presently working as _____ (Designation), being the duly Authorised Signatory of M/s. _____, a Company incorporated under the Companies Act, 2013 / 1956 (or a Firm registered under the applicable laws), having its registered office at _____, do hereby solemnly affirm and state as under:

a) That the Company / Firm, its Directors / Partners / Proprietor, are not barred, blacklisted, suspended or debarred by the Government of Karnataka, or by any other Department / Agency of the Government of Karnataka, or by any State Government or Central Government Ministry / Department / Agency / PSU / Board / Corporation in India, from participating in any project as on the date of bid submission.

b) That I am competent and duly authorised by the Company / Firm through Board Resolution / Power of Attorney to swear this affidavit and to sign and submit documents in connection with the subject Tender (Reference No. BDA/EDP/Server-Service/2026-27/01).

c) That the statements made herein are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

d) That I / We understand that the bid submitted by the Company / Firm shall be liable for rejection, and any Agreement entered into shall be liable for termination, in the event of any material misrepresentation, false statement, or concealment of facts made or discovered at any stage of the bidding process or thereafter during the Agreement period.

Signed: _____

Name: _____

Designation: _____

Sworn before me this _____ day of _____, 2026 at Bengaluru.

Notary Public:

ANNEXURE V – END-USER / PAST-PERFORMANCE CERTIFICATE

(To be obtained from each Client – Govt. / PSU / Board / Corporation – on its Letterhead, and submitted along with the corresponding Work Order)

This is to certify that M/s. _____, having its Registered Office at _____, has successfully executed the following assignment for our Department / Organisation:

1.	Name of the Client / Department	
2.	Project Title / Scope of Work	
3.	Work Order Reference Number and Date	
4.	Contract Value (Rs.)	
5.	Date of Commencement	
6.	Date of Successful Completion	
7.	Number of Servers / Quantity Supplied	
8.	Type of Services Provided (Supply / Installation / AMC, etc.)	
9.	Performance Remarks	

The services rendered by M/s. _____ were satisfactory / very satisfactory. The Firm has discharged its contractual obligations as per the agreed terms and conditions.

Signature: _____

Name, Designation and Seal of the Certifying Officer

ANNEXURE VI – POWER OF ATTORNEY

(To be executed on Non-Judicial Stamp Paper of the requisite value, and notarised)

Know all men by these presents, We, M/s. _____ (Name and Registered Office Address of the Bidder), do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. _____ S/o, D/o, W/o _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful Attorney (hereinafter referred to as the "Attorney"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to the Request for Proposal (Tender Reference No. BDA/EDP/Server-Service/2026-27/01) issued by the Commissioner, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to BDA, representing us in all matters before BDA, signing and execution of all contracts including the Service Contract and undertakings consequent to acceptance of our Proposal, and generally dealing with BDA in all matters in connection with or relating to or arising out of our Proposal for the said Project.

We hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney, and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, the above-named Bidder, have executed this Power of Attorney on this _____ day of _____, 2026.

For and on behalf of M/s. _____

(Signature, Name, Designation and Address of the Signatory)

Witnesses:

1. _____ (Signature, Name, Address)

2. _____ (Signature, Name, Address)

Notarised by: _____

ANNEXURE VII – DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS

(To be submitted on Bidder's Letterhead)

To,

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

Sub: Declaration of Acceptance of Terms and Conditions – Tender Reference No. BDA/EDP/Server-Service/2026-27/01

I / We hereby declare and confirm that:

a) I / We have carefully read and understood all the terms, conditions, instructions, specifications, evaluation criteria, contract provisions and other requirements stipulated in the Tender Document for the captioned Project.

b) I / We unconditionally accept all the terms and conditions of the Tender Document, including the Instructions to Bidders, Bidding Data Sheet, Scope of Services, General Conditions of Contract, Special Conditions of Contract, Service Level Agreement, and all Annexures and Appendices.

c) I / We have not added any conditions / deviations / qualifications to the Tender Document. In the event of any conditions / deviations / qualifications being included in the bid, BDA shall be entitled to reject the bid without any reference to the Bidder.

d) I / We agree to abide by all the terms and conditions of the Tender Document and the Service Contract, in case our bid is selected.

Signature of Authorised Signatory: _____

Name / Designation / Seal / Date / Place

SECTION V – BIDDING FORMS

Bid Form

(To be submitted on the Bidder's Letterhead)

Date: _____

To,

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

Sub: Submission of Bid for Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the Bangalore Development Authority – Tender Reference No. BDA/EDP/Server-Service/2026-27/01.

Dear Sir,

With reference to your Tender Document referenced above, having examined the Bidding Documents and understood their contents, I / We hereby submit my / our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

xi) All information provided in the Proposal and in the Annexures is true and correct.

xii) I / We shall make available to the BDA any additional information it may find necessary or require to supplement or authenticate the bid.

xiii) I / We acknowledge the right of the BDA to reject our Proposal without assigning any reason, and hereby waive any right to challenge the same.

xiv) I / We certify that, in the last three (3) years, I / We have not been blacklisted, suspended or barred by any Central / State Government / PSU / Board / Corporation in India.

xv) I / We do not have any Conflict of Interest with the BDA.

xvi) I / We have remitted an amount of Rs. 1,00,000/- (Rupees One Lakh only) towards Bid Security (EMD) through the e-payment modes specified on the e-Procurement Portal.

xvii) I / We agree to furnish a Performance Security equivalent to five percent (5%) of the Contract Value, in case our bid is selected, in accordance with the Tender Document.

xviii) I / We agree to keep this offer valid for a period of ninety (90) days from the deadline for bid submission.

xix) I / We agree and undertake to abide by all the terms and conditions of the Tender Document and to enter into the Service Contract as per the mutually agreed terms and conditions in the event of being declared as the Successful Bidder.

xx) Our single composite lump-sum financial quote, inclusive of all applicable taxes and GST, has been entered on the e-Procurement Portal.

Yours faithfully,

(Signature of Authorised Signatory)

Name: _____

Designation: _____

Name and Seal of Bidder / Service Provider

SECTION VI – FORMS

Letter of Acceptance (Format)

(To be issued by BDA on the Letterhead)

Letter Ref. No.: _____ Date: _____

To,

The Authorised Signatory,

M/s. _____

(Address of the Successful Bidder)

Sub: Letter of Acceptance for Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the Bangalore Development Authority – Tender Reference No. BDA/EDP/Server-Service/2026-27/01.

Dear Sir / Madam,

With reference to your bid dated _____ submitted in response to the above-referenced Tender, the Bangalore Development Authority is pleased to inform you that your bid has been accepted, and the work of Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the Bangalore Development Authority is hereby awarded to you at the lump-sum Contract Value of Rs. _____ (Rupees _____ only), inclusive of all applicable taxes and GST.

You are required to:

xxi) Acknowledge receipt of this Letter of Acceptance by signing and returning the duplicate copy within seven (7) days of receipt.

xxii) Furnish the Performance Bank Guarantee in the prescribed format (Section IX) for an amount of Rs. _____ (5% of the Contract Value) within fourteen (14) days of receipt of this Letter.

xxiii) Execute the Service Contract within fourteen (14) days of receipt of this Letter.

xxiv) Commence work as per the milestone schedule set out in Clause 3.8 of the Tender Document.

The terms and conditions of the Tender Document and your bid shall constitute an integral part of the Service Contract.

Yours faithfully,

Contract Form (Outline)

THIS AGREEMENT is made on this _____ day of _____, 2026, at Bengaluru, BETWEEN:

The Commissioner, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka (hereinafter referred to as "the Employer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the FIRST PART;

AND

M/s. _____, a Company incorporated / Firm registered under the laws of India, having its registered office at _____ (hereinafter referred to as "the Service Provider", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the SECOND PART.

WHEREAS the Employer invited bids vide its Tender Document Reference No. BDA/EDP/Server-Service/2026-27/01 for the Project; AND WHEREAS the bid of the Service Provider, dated _____, was accepted by the Employer vide its Letter of Acceptance dated _____ at a lump-sum Contract Value of Rs. _____ (Rupees _____ only), inclusive of all taxes and GST.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

i) The Tender Document, the Bid submitted by the Service Provider, the Letter of Acceptance, the General Conditions of Contract (Section VII), the Special Conditions of Contract (Section VIII), and all addenda / corrigenda issued by BDA, shall form an integral part of this Service Contract and shall be read and construed as part hereof.

ii) The Service Provider shall execute the scope of work in accordance with the terms and conditions of the Service Contract and to the satisfaction of the Employer.

iii) The Service Provider shall furnish a Performance Bank Guarantee for five percent (5%) of the Contract Value in accordance with Section IX.

iv) This Service Contract shall be governed by and construed in accordance with the laws of India, including the Karnataka Transparency in Public Procurements Act, 1999, and the Courts at Bengaluru shall have exclusive jurisdiction over any disputes arising under this Contract.

IN WITNESS WHEREOF, the Parties hereto have signed this Service Contract on the day, month and year first above written.

For and on behalf of Bangalore Development Authority	For and on behalf of M/s. _____
(The Commissioner) Bangalore Development Authority	(Authorised Signatory) Name, Designation and Seal
Witnesses: 1. _____ 2. _____	Witnesses: 1. _____ 2. _____

SECTION VII – GENERAL CONDITIONS OF CONTRACT (GCC)

7.1 General Provisions

a) The Service Contract shall be governed by the laws of India and the Karnataka Transparency in Public Procurements Act, 1999, and the Rules made thereunder.

b) All notices and communications under the Service Contract shall be in writing and shall be deemed to have been duly given when delivered in person, sent by registered post with acknowledgement due, sent by recognised courier service, or sent by e-mail to the registered address / e-mail of the Parties.

c) Any waiver, modification or amendment to the Service Contract shall be valid only if in writing and signed by duly authorised representatives of both Parties.

d) If any provision of the Service Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

7.2 Obligations of the Service Provider

a) The Service Provider shall perform the scope of services with due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.

b) The Service Provider shall be solely responsible for the supply, installation, configuration, commissioning, training and AMC, and for the performance of all its sub-vendors and personnel.

c) The Service Provider shall comply with all applicable laws, regulations and standards, including statutory and tax obligations, and shall obtain all necessary licences and permits.

d) The Service Provider shall not assign or sub-contract any part of the principal scope of services without the prior written consent of the Employer.

7.3 Obligations of the Employer

a) The Employer shall provide the Service Provider with reasonable access to the BDA premises, network, and personnel necessary for the performance of the scope of services.

b) The Employer shall release payments to the Service Provider in accordance with the milestone-linked payment schedule set out in Clause 3.9, subject to satisfactory performance and certification by the Head – EDP Cell.

7.4 Payments to the Service Provider

a) Payment shall be released in accordance with the milestone-linked payment schedule set out in Clause 3.9. No advance payment shall be admissible.

b) All payments shall be subject to applicable statutory deductions (TDS, GST TDS, etc.) and adjustment against any penalties imposed under the Service Contract.

7.5 Quality Control and SLA

a) The Service Provider shall comply with the Service Level Agreement set out in Clause 3.10. Failure to meet the SLA parameters shall attract the penalties stipulated therein.

b) Repeated breach of SLA for more than three (3) consecutive months shall entitle the Employer to terminate the Service Contract and forfeit the Performance Security.

7.6 Confidentiality and Data Protection

a) The Service Provider and its personnel shall treat all information, data and documentation of the Employer as strictly confidential, and shall not disclose, use or reproduce such information for any purpose other than the performance of the Service Contract.

b) The Service Provider shall implement appropriate technical and organisational measures to safeguard the confidentiality, integrity and availability of the Employer's information, in accordance with the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023.

7.7 Termination

a) The Employer may terminate the Service Contract by giving thirty (30) days' written notice in case of material breach by the Service Provider that remains uncured beyond the cure period.

b) The Employer may also terminate the Service Contract forthwith in case of corrupt, fraudulent, collusive, coercive or obstructive practices by the Service Provider.

c) Upon termination, the Performance Security may be forfeited and the Service Provider may be debarred from future participation.

7.8 Settlement of Disputes

a) All disputes or differences arising out of or in connection with the Service Contract shall, in the first instance, be referred to amicable settlement through mutual discussion between the Parties.

b) If the dispute is not resolved within thirty (30) days of reference, it shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be Bengaluru, the language shall be English, and the award shall be final and binding on both Parties.

c) The Courts at Bengaluru shall have exclusive jurisdiction over all matters arising under or in connection with the Service Contract.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract supplement the General Conditions of Contract in Section VII. In case of any conflict, the provisions of the SCC shall prevail over the GCC.

Reference	Special Condition
SCC 1	The lump-sum Contract Value quoted by the Service Provider shall remain firm for the entire Contract Period. No price escalation or variation shall be admissible on account of changes in exchange rates, GST, taxes, duties, freight, or for any other reason whatsoever, except where statutorily required.
SCC 2	All software licences shall be issued / registered in the name of the Bangalore Development Authority. Licence keys, activation codes, entitlement certificates and OEM warranty certificates shall be handed over to the Head – EDP Cell at the time of commissioning.
SCC 3	The Service Provider shall depute a dedicated single point of contact (SPOC) at Bengaluru, available to the EDP Cell during BDA's working hours for the entire contract period.
SCC 4	All deployed personnel of the Service Provider shall undergo police verification and shall observe the Code of Conduct of BDA while on the BDA premises. The Service Provider shall be solely responsible for the conduct of its personnel.
SCC 5	Insurance: The Service Provider shall arrange, at its own cost, comprehensive transit insurance for the equipment up to the point of delivery and commissioning. Any damage, loss or theft during transit shall be the Service Provider's sole liability.
SCC 6	Force Majeure: Neither Party shall be liable for any delay or failure in performance caused by force majeure events including acts of God, war, riots, strikes affecting public services, natural calamities, governmental restrictions or any other event beyond the reasonable control of the Parties. The affected Party shall promptly notify the other in writing.
SCC 7	Intellectual Property: All data, configurations, custom scripts, documentation and intellectual property created or developed by the Service Provider specifically for the BDA under this Contract shall be the sole property of BDA upon payment of the consideration.
SCC 8	Audit Rights: The Employer or its authorised representative shall have the right to audit / inspect the Service Provider's records relating to the Contract during the Contract Period and for one (1) year thereafter.

SECTION IX – PERFORMANCE BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of the requisite value, by a Scheduled Commercial Bank in India)

To,

The Commissioner,

Bangalore Development Authority,

T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka.

Sub: Bank Guarantee towards Performance Security – Tender Reference No. BDA/EDP/Server-Service/2026-27/01.

In consideration of the Commissioner, Bangalore Development Authority, T. Chowdaiah Road, Kumara Krupa West, Bengaluru – 560 020, Karnataka (hereinafter referred to as the "Employer"), having agreed to award the Contract for Selection of Service Provider for Supply, Installation, Configuration, Commissioning and Two-Year Concurrent Annual Maintenance of Intermediate Server (Main + DR) for the EDP Cell, Bangalore Development Authority to M/s. _____ (hereinafter referred to as the "Service Provider") under the terms and conditions of the Service Contract dated _____ entered into between the Employer and the Service Provider (hereinafter referred to as the "said Contract"), and the Employer having agreed to accept a Bank Guarantee for Performance Security in the sum of Rs. _____ (Rupees _____ only), being five percent (5%) of the Contract Value;

We, _____ Bank, having our Branch at _____ (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Employer by reason of any breach by the Service Provider of any of the terms and conditions contained in the said Contract.

We, _____ Bank, do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur, merely on a written demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the Service Provider of any of the terms and conditions contained in the said Contract or by reason of the Service Provider's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Bank Guarantee. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal.

This Bank Guarantee shall remain in full force and effect from _____ (date of issue) up to _____ (validity – Contract Period plus sixty (60) days). Notwithstanding anything contained herein:

v) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

vi) This Bank Guarantee shall be valid up to _____.

vii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Employer serves upon us a written claim or demand on or before _____ (date).

For _____ Bank

Signature: _____

Name: _____

Designation: _____

Bank Seal:

Branch:

Date: